

AGREEMENT OF TERMS AND CONDITIONS

THIS AGREEMENT OF TERMS AND CONDITIONS (this "**Agreement**") is made as of May 6, 2002, by and between the State of California, acting by and through the Department of Parks and Recreation ("**DPR**") with the approvals of the Director of the Department of General Services and the State Public Works Board, the State Coastal Conservancy ("**CC**"), the California Wildlife Conservation Board ("**WCB**"), the California Department of Fish and Game ("**DFG**"), and Save-the-Redwoods League, a California nonprofit organization ("**League**") with reference to the following facts:

WHEREAS, DPR will acquire directly from Stimson Lumber Company, an Oregon Corporation ("**Seller**"), the real property (the "**Property**") located in the County of Del Norte, State of California and described in **Exhibit A**, attached hereto and incorporated herein with the funding assistance of the League and the other parties to this Agreement;

WHEREAS, the purchase price of the Property is \$60,000,000, of which DPR will pay Seller \$10,000,000, to be funded from the 2000 Bond Fund, Habitat Acquisition Program, via Chapter 10601, Item 3790-301-0005 (29), as its contribution for the acquisition, which is 17% of the value of the Property, and the League will pay Seller \$50,000,000, which is 83% of the value of the Property, of which 65% is grant funding from various state sources; and

WHEREAS, the League's portion of the purchase price will include funds provided through private donations and miscellaneous private and public sources including grants from CC, WCB, DFG and the League are hereafter collectively referred to as the "**Funders**").

NOW, THEREFORE, for and in consideration of the mutual promises of the parties hereto, the receipt and adequacy of which is hereby acknowledged, the said parties hereby agree as follows:

1. Primary Goal of the Property:

The intent of this Agreement is to provide for a broad array of park and other public uses that are compatible with the primary goal that the Property shall be restored to late seral forest characteristics and associated natural functions that maximize benefits to the salmonid species of its streams and wildlife associated with late seral forest. Vegetative management may be undertaken in order to accelerate achieving these goals. This Agreement calls for avoidance of negative impacts and for minimization of impacts through careful siting, management and operation. Public access and improvements on the Property will be sited, managed and operated in a manner that is compatible with, and that has minimal impacts on, the primary goal. DFG shall have access to the Property for purposes of fish and wildlife monitoring, restoration and management.

2. Uses on the Property:

As with other parks, the use and management of this Property shall be governed by the General Plan, which shall be developed to attain the Primary Goal of the Property as set forth in paragraph 1 of this Agreement.

General plans are developed for all parks and indicate what uses, management and development are appropriate. Section 5002.2(a) of the Public Resources Code reads, "Following classification or reclassification of a unit by the State Park and Recreation Commission, and prior to the development of new facilities in any previously classified unit, the department shall prepare a general plan for the unit. The general plan shall consist of elements that will evaluate and define the proposed land uses, facilities, concessions, operation of the unit, any environmental impacts, and the management of resources, and shall serve as a guide for the future development, management, and operation of the unit. The general plan for a unit shall be submitted by the department to the State Park and Recreation Commission for approval." The Advisory Committee (see paragraph 3 below) shall participate in the formulation of the General Plan for the Mill Creek acquisition. Once adopted, the General Plan shall guide restoration, public uses and development of the Property. Public uses shown below are for illustrative purposes; the General Plan will address the "broad array of park and related public uses."

- a. Examples of public uses that may be sited, managed and operated in a manner that is compatible with the primary goal include, among others, campgrounds, visitor education center, research center, related administrative facilities, non-aerial fire protection and resource conservation facilities, mountain biking and horseback riding in areas consistent with State Park policy, film industry uses, concessionaire operations catering to park users, etc.

The following interpretation and public uses, permitted in the approved Redwood National and State Park General Plan (1999), which includes Jedediah Smith and Del Norte Coast Redwoods, may be appropriate for the Mill Creek addition:

- Visitor services and facilities in locations that will expand visitors' awareness of the parks' diverse resources and enhance visitors' abilities to gain access to resource and activity sites.
 - Support and facilitate appropriate public use and enjoyment of the parks and participation in activities related to the parks' resources. Provide facilities in appropriate locations to support a variety of public uses and recreational activities.
 - Provide safe opportunities for visitors to see scenic vistas and other points of interest, enjoy interpretive displays, access trails, picnic areas, and other recreational facilities on Redwood National and State Park roads.
 - Support a broad spectrum of diverse education and research activities.
- b. A portion of Highway 101 lying west of the Property may be determined to be geologically unsound and may need to be realigned. The State may, with appropriate mitigation, provide for such realignment onto the westerly most portion of the Property if the following requirements are satisfied:
 - (i) all practical alternatives to realignment of Highway 101 onto the westerly portion of Property have been evaluated and rejected on a sound basis; and

- (ii) the State has made a reasonable finding that use of the westerly portion of the Property for realignment of Highway 101 is a more necessary public use than the uses set forth in paragraphs 1 and 2 above.

3. Establishment and Role of Advisory Committee:

Upon transfer of the Property to DPR, an Advisory Committee shall be established to advise DPR on the development and implementation of interim and long-term management plans or General Plan for the Property consistent with the primary goal for the Property and the terms of this Agreement. The Advisory Committee shall include representatives of the Funders, and may include such other entities as DPR, and the Funders shall from time-to-time identify and agree, including, for example, representatives of the County of Del Norte. The Advisory Committee shall develop procedures for the conduct of the Advisory Committee, including the procedure for reaching and documenting agreement on recommendations and their implementation and for resolution of disputes within the committee, that are mutually agreeable to DPR and the Funders. Any member of the Advisory Committee may withdraw therefrom upon thirty (30) days written notice to the other parties to this Agreement.

Management direction affecting the Property will be determined by DPR in consultation with the Advisory Committee. DPR will consult regularly with the Advisory Committee on management plans and priorities, and will provide written justification for any decisions that deviate from the Committee's advice.

4. Funding recognition:

DPR agrees that it will acknowledge the funding participation of the Funders in an appropriate manner at the Property, and further agrees that signage acknowledging funding will meet the guidelines and requirements of the 2000 Parks Bond Act developed by the California Resources Agency and any other signage requirements of the public funding sources used to acquire the Property.

5. Conformance with laws:

In carrying out the purposes for the Property as provided for in this Agreement, DPR shall administer the Property in accordance with applicable laws. The parties to this Agreement acknowledge that, among other laws governing its stewardship of the Property, DPR is required by Public Resources Code Sections 5002.1, 5002.2, 5002.3, and 5019.50 to implement a classification and general planning process prior to developing facilities.

6. Property as security:

The State shall not use the Property as security for any debt or for State mitigation. The Property may be a receiver site for mitigation funding or banking.

7. Consent for transfer of interest in Property:

DPR shall not transfer all or any portion or interest in the Property without the prior written approval of the Executive Officer of the CC, the WCB and the DFG, or their respective

successors, which approval shall not be unreasonably withheld. The League shall be given written notice of the terms of any such transfer at least ninety (90) days in advance thereof.

8. Continuation of obligations:

Unless this Agreement is terminated with respect to all or any portion of the Property by all of the parties or as otherwise provided by law, the obligations set forth in this Agreement shall continue in full force and effect in perpetuity. The terms, conditions and restrictions of this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors in interest; and the Property shall hereafter be held, transferred, sold, leased, conveyed and occupied subject to the obligations set forth herein.

9. Entire Agreement of the Parties:

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein, and supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties regarding the subject matter herein.

10. Amendment and resolution of disputes:

This Agreement may be modified or amended only by a written agreement executed by all parties or their respective successors in interest. The parties recognize that future circumstances may require good faith negotiations to implement the intent of this Agreement. The parties agree to negotiate in good faith about any disputed issue arising under this Agreement by any party.

11. No rights in third parties:

This Agreement creates no rights on the part of the general public or in any person or entity not a party to this Agreement. Nothing in this Agreement will be construed to confer on any person or entity, other than the parties hereto, any benefit hereunder or any right to enforce the terms hereof. Nothing in this Agreement creates any right on the part of the Funders or any other third party to revenues, if any, generated by the Property.

12. Recording of Memorandum of Unrecorded Agreement:

The parties agree that a Memorandum of Unrecorded Agreement referencing this Agreement shall be recorded in the official records of Del Norte County immediately upon transfer of title to the Property to DPR.

13. Governing law/Execution in Counterparts:

This Agreement shall be governed by and construed in accordance with the laws of the State of California and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

14. Severability:

If any provision of the Agreement is found invalid or void, the rest of the Agreement remains as if written without the voided section(s).

15. Effective date of Agreement:

This Agreement, executed as of the date hereof, shall take effect immediately upon transfer of title to the Property to DPR.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first appearing above.

STATE OF CALIFORNIA

Acting by and through the Department
of Parks and Recreation

By: _____



**Chief Deputy Director
Administrative Services**

Title: _____

Date: _____

MAY 23 2002

STATE OF CALIFORNIA

Acting by and through the Wildlife
Conservation Board

STATE OF CALIFORNIA

Acting by and through the Coastal
Conservancy

By: _____

Title: _____

Date: _____

STATE OF CALIFORNIA

Acting by and through the
Department of Fish and Game

By: _____

SAVE-THE-REDWOODS LEAGUE

By: _____

Title: _____

Date: _____

(Signatures continued on next page)

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STATE OF CALIFORNIA

Acting by and through the Department
of Parks and Recreation

By: _____

Title: _____

Date: _____

STATE OF CALIFORNIA

Acting by and through the Wildlife
Conservation Board

STATE OF CALIFORNIA

Acting by and through the Coastal
Conservancy

By: Sam Murbat

Title: Executive Officer

Date: 5/15/02

STATE OF CALIFORNIA

Acting by and through the
Department of Fish and Game

By: _____

SAVE-THE-REDWOODS LEAGUE

By: _____

Title: _____

Date: _____

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of Parks and Recreation

By: _____

Title: _____

Date: _____

STATE OF CALIFORNIA

Acting by and through the Wildlife
Conservation Board

STATE OF CALIFORNIA

Acting by and through the Coastal
Conservancy

By: _____

Title: _____

Date: _____

STATE OF CALIFORNIA

Acting by and through the
Department of Fish and Game

By: _____

SAVE-THE-REDWOODS LEAGUE

By: Kathleen O'Leary

Title: Secretary and Executive Director

Date: May 14, 2002

(Signatures continued on next page)

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STATE OF CALIFORNIA

Acting by and through the Department
of Parks and Recreation

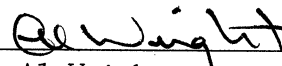
By: _____

Title: _____

Date: _____

STATE OF CALIFORNIA

Acting by and through the Wildlife
Conservation Board



Al Wright
Executive Director

May 14, 2002

STATE OF CALIFORNIA

Acting by and through the Coastal
Conservancy

By: _____

Title: _____

Date: _____

STATE OF CALIFORNIA

Acting by and through the
Department of Fish and Game

By: 

Michael F. Harris
Deputy Director of Administration

May 15, 2002

SAVE-THE-REDWOODS LEAGUE

By: _____

Title: _____

Date: _____

(Signatures continued on next page)

APPROVED:

**STATE OF CALIFORNIA
PUBLIC WORKS BOARD**

By: Shawn T. Anderson

Title: Assistant Administrative Secretary

Date: May 24, 2002

**STATE OF CALIFORNIA
DEPARTMENT OF
GENERAL SERVICES**

By: D. J. V. Weather

Title: Real Estate Services Division

Date: May 24, 2002

EXHIBIT "A"

That real property situated in the County of Del Norte, State of California, described as follows:

TRACT ONE

PARCEL ONE: THE FOLLOWING DESCRIBED REAL PROPERTY LIES IN
TOWNSHIP 15 NORTH, RANGE 1 WEST, HUMBOLDT MERIDIAN:

Section 1: Northeast quarter, excepting therefrom a strip of land 150 feet wide being 75 feet on each side of the center line of the railroad track formerly belonging to Hobbs Wall and Company as the same existed on February 14, 1940.

APN: 126-030-07 and 126-030-08

All that portion of southwest quarter of northwest quarter and that portion of the northwest quarter of the southwest quarter of Section 1, Township 15 North, Range 1 West, Humboldt Meridian lying east of State Highway and southerly of the Hobbs Wall and Company's railroad leading to Mill Creek as same existed April 3, 1939.

APN: 126-030-17(ptn)

A strip of land 150 feet wide, more or less, along the railroad track formerly used by Hobbs Wall and Company across section 1, Township 15 North, Range 1 West, Humboldt Base and Meridian and bounded on the north by the tract conveyed to August Ressighini by deed dated February 14, 1940, recorded in Book 58 of Deeds, page 169, Del Norte County Records and bounded on the south by the tracts conveyed to Robert Gee by deed dated April 3, 1939, recorded in Book 57 of Deeds, page 198, Del Norte County Records.

Being a portion of the lands described in the Deeds to Stimson Lumber Company recorded April 29, 1944 in Book 61 of Deeds at page 227 and recorded May 5, 1944 in Book 61 of Deeds, at page 231, Del Norte County Records.

APN: 126-030-03 and portion of 126-030-21

Section 2: All that portion of the southeast quarter of the northeast quarter and that portion of the northeast quarter of the southeast quarter of Section 2, Township 15 North, Range 1 West, Humboldt Meridian lying east of easterly line of State Highway and south of an easterly line from Engineer's Station 538+25 of said highway to a point 75 feet south of the location of Hobbs Wall and Company's railroad leading to Mill Creek as same existed April 13, 1939. Excepting therefrom: Any portion that may have been conveyed to Save The Redwoods League in the deed recorded August 27, 1999 in Book 511 of Official Records, page 628.

APN: 126-030-17 (ptn)

Section 12: East half of northeast quarter

APN: 126-030-11

PARCEL TWO: THE FOLLOWING DESCRIBED REAL PROPERTY LIES IN TOWNSHIP 15 NORTH RANGE 1 EAST, HUMBOLDT MERIDIAN:

Section 1: Entire section

APN: 126-100-05 & 06

Section 2: Entire Section
EXCEPTING THEREFROM that portion described in Exhibit B of that certain deed recorded August 7, 2001 as Instrument No. 20013793, Del Norte County Official Records.

APN: 126-100-02

Section 3: Entire Section

APN: 126-100-01

Section 4: Entire Section

APN: 126-060-03

Section 5: Entire Section
EXCEPTING THEREFROM that portion described in Exhibit B of that certain deed recorded August 7, 2001 as Instrument No. 20013794, Del Norte County

Official Records.

APN: 126-060-02

Section 6: Entire Section

APN: 126-060-01

Section 7: North half of section

APN: 126-060-06

Section 8: East half of section

APN: 126-060-05

Section 9: Entire Section

APN: 126-060-04

Section 10: Entire Section

APN: 126-100-03

Section 11: Entire Section
APN: 126-100-04

Section 12: Entire Section

APN: 126-100-07, 08, 09, 10, 11

Section 13: Entire Section

APN: 126-110-04, 05, 06 & Portion of 03

Section 14: Entire Section

APN: 126-110-02 Portion of 03

Section 15: Entire Section

APN: 126-110-01

Section 16: Entire Section

APN: 126-070-05

Section 17: East half of northeast quarter; south half of section

APN: 126-070-04

Section 20: Entire Section

APN: 126-070-07

Section 21: Entire Section

APN: 126-070-06

Section 22: Entire Section

APN: 126-110-12

Section 23: Entire Section

APN: 126-110-10 & 11

Section 24: Entire Section

APN: 126-110-07, 08 & 09

Section 25: Entire Section

APN: 126-120-07 & 08

Section 26: North half of section; southeast quarter

APN: 126-120-05

Section 27: North half of north half; southeast quarter of
northeast quarter

APN: 126-120-01 & 02

Section 28: North half of north half

APN: 126-080-02

Section 29: North half of north half

APN: 126-080-01

Section 35: Northeast quarter

APN: 126-130-02

Section 36: North half

APN: 126-130-01

PARCEL THREE: THE FOLLOWING DESCRIBED REAL PROPERTY LIES IN
TOWNSHIP 15 NORTH, RANGE 2 EAST, HUMBOLDT MERIDIAN:

Section 6: Southwest quarter

APN: 126-140-23

Section 7: West half of northeast quarter; west half; and
Southeast quarter

APN: 126-150-05 & 06

Section 18: Entire Section

APN: 126-150-02 & 03

Section 19: Entire Section

APN: 126-160-03 & 04

Section 20: Northwest quarter

APN: 126-140-26

Section 29: West half of west half

APN: 126-140-21

Section 30: Entire Section

APN: 126-160-05 & 06

Section 31: Entire Section

APN: 126-170-01

Section 32: West half of west half

APN: 126-140-22

PARCEL FOUR: THE FOLLOWING DESCRIBED REAL PROPERTY LIES IN
TOWNSHIP 16 NORTH, RANGE 1 WEST, HUMBOLDT MERIDIAN:

Section 36: East half

APN: 115-020-15 and 22

PARCEL FIVE: THE FOLLOWING DESCRIBED REAL PROPERTY LIES IN
TOWNSHIP 16 NORTH, RANGE 1 EAST, HUMBOLDT MERIDIAN:

- Section 26: South half of northwest quarter; southwest quarter; and southwest quarter of southeast quarter.
APN: 124-030-13 & 24
- Section 27: West half of northeast quarter; southeast quarter of northeast quarter; West half and the southeast quarter.
APN: 124-030-15
- Section 28: Entire Section
APN: 124-040-04
- Section 29: East half of section
APN: 124-040-03
- Section 31: South half of north half and the south half, excepting therefrom those certain parcels deeded to Miller Redwood Company, one dated April 30, 1963 recorded in Book 89 of Deeds, page 519; one dated November 7, 1963 recorded in Book 94 of Deeds, page 433, one dated October 31, 1966 recorded in Book 124 of Deeds, page 135; and one dated May 16, 1967 recorded in Book 127 of Deeds, page 571.
APN: 124-040-07, 14 & 15
- Section 32: East half; south half of northwest quarter; and southwest quarter excepting therefrom those certain parcels as deeded to Miller Redwood Company dated April 30, 1963 recorded in Book 89 of Deeds, page 519, and one dated May 16, 1967 recorded in Book 127 of Deeds, page 571.

ALSO EXCEPTING THEREFROM that portion described in Exhibit B of that certain deed recorded August 7, 2001 as Instrument No. 20013794, Del Norte County Official Records.
APN: 124-040-08
- Section 33: Entire Section
APN: 124-040-09
- Section 34: Entire Section

APN: 124-030-18

Section 35: Entire section

APN: 124-030-19

Section 36: West half; and southeast quarter

APN: 124-030-20, 22 & 23

TRACT TWO

THE FOLLOWING DESCRIBED PARCELS LIE WITHIN SECTIONS 31 AND 32,
TOWNSHIP 16 NORTH, RANGE 1 EAST, HUMBOLDT MERIDIAN:
PARCEL ONE:

The point of beginning being the one-quarter section corner common to Sections 31 and 32, Township 16 North, Range 1 East, Humboldt Meridian; and running thence north along the section line between Sections 31 and 32, 394.00 feet; thence north 71 degrees 48 minutes 55 seconds west, 303.30 feet; thence south 37 degrees 54 minutes 54 seconds west, 752.17 feet; thence south 27 degrees 37 minutes 26 seconds east, 360.60 feet; thence south 43 degrees 11 minutes 33 seconds east, 304.91 feet; thence south 3 degrees 25 minutes 25 seconds east, 270.88 feet; thence south 22 degrees 50 minutes 30 seconds west, 571.63 feet; thence south 27 degrees 36 minutes 47 seconds east, 420.49 feet; thence north 43 degrees 47 minutes 01 seconds east, 481.60 feet; to the section line between Sections 31 and 32; thence north along the said section line 1467.00 feet to the point of beginning.

The above parcel lying and being in Section 31, Township 16 North, Range 1 East, Humboldt Meridian, being the property described in the deed to Miller Redwood Company recorded April 23, 1963 in Book 89 of Official Records, page 519.

PARCEL TWO:

The point of beginning being the one-quarter section corner common to Sections 31 and 32, Township 16 North, Range 1 East, Humboldt Meridian; and running thence north along the section line between Sections 31 and 32, 394.00 feet; thence south 71 degrees 48 minutes 55 seconds east, 601.60 feet; thence south 32 degrees 32 minutes 19 seconds east, 1029.62 feet; thence south 0 degrees 42 minutes 56 seconds west, 392.33 feet; thence south 26 degrees 01 minutes 48 seconds west, 675.13 feet to the center of the east fork of Mill Creek; thence on a meander along the creek; north 43 degrees 43 minutes 59 seconds west, 361.35 feet; south 66 degrees 43 minutes 34 seconds west, 319.39 feet; north 20 degrees 15 minutes 05 seconds west, 147.63 feet; thence from the center of the east fork of Mill Creek south 82 degrees 04 minutes

29 seconds west, 237.20 feet; thence south 43 degrees 47 minutes 01 seconds west, 68.02 feet to the section line between Sections 31 and 32; thence north along the said section line 1467.00 feet to the point of beginning. The above parcel lying and being in Section 32, Township 16 North, Range 1 East, Humboldt Meridian, being the property described in the deed to Miller Redwood Company recorded April 23, 1963 in Book 89 of Official Records, page 519.

APN: 124-040-11

PARCEL THREE:

Commencing at the quarter corner common to Section 31 and 32, Township 16 North, Range 1 East, Humboldt Meridian; and running thence north along the section line between Sections 31 and 32, 394.00 feet; thence north 71 degrees 48 minutes 55 seconds west, 303.30 feet; thence south 37 degrees 54 minutes 54 seconds west, 752.17 feet; thence south 27 degrees 37 minutes 26 seconds east, 360.60 feet; thence south 43 degrees 11 minutes 33 seconds east, 140.71 feet to the point of beginning. The point of beginning being the center line of a pipe line right of way 16 feet in width hereby described as follows; and running thence north 68 degrees 42 minutes 33 seconds west, 32.6 feet; thence north 56 degrees 53 minutes 33 seconds west, 117.40 feet; thence north 76 degrees 48 minutes 33 seconds west, 193.80 feet; thence north 74 degrees 33 minutes 33 seconds west, 204.70 feet; thence north 59 degrees 32 minutes 33 seconds west, 37.90 feet; thence north 34 degrees 47 minutes 33 seconds west, 213.80 feet; thence north 39 degrees 7 minutes 33 seconds west, 149.20 feet; thence north 15 degrees 20 minutes 33 seconds west, 338.60 feet; thence north 11 degrees 9 minutes 27 seconds east, 114.90 feet, to a point on the dike of the water reservoir, said point being the true point of beginning of the boundary of the water reservoir; and running thence south 72 degrees 56 minutes 27 seconds west, 90.00 feet; thence north 0 degrees 57 minutes 44 seconds west, 214.23 feet; thence south 88 degrees 28 minutes 52 seconds east, 169.76 feet; thence south 58 degrees 52 minutes 45 seconds east, 168.33 feet; thence south 23 degrees 40 minutes 23 seconds west, 156.81 feet; thence north 73 degrees 38 minutes 33 seconds west, 168.00 feet; to the point of beginning. Said point of beginning being the point on the dike of the water reservoir boundary.

The above parcel lying and being in Section 31, Township 16 North, Range 1 East, Humboldt Meridian, being the property described in the Deed to Miller Redwood Company recorded November 14, 1963 in Book 94 of Official Records, page 433.

APN: 124-040-10

PARCEL FOUR:

Commencing at one quarter section corner common to Sections 31 and 32, Township 16 North, Range 1 East, Humboldt Meridian; and running thence north along the section line between Section 31 and 32, 394.00 feet; thence north 71 degrees 48 minutes 55 seconds west, 303.30 feet; thence south 37 degrees 54 minutes 54 seconds west, 752.17 feet; thence south 27 degrees 37 minutes 26 seconds east, 360.60 feet to the point of beginning; thence south 57 degrees 07 minutes 32 seconds west, 273.38 feet; thence south 02 degrees 08 minutes 43 seconds west, 68.92 feet; thence south 19 degrees 11 minutes 00 seconds west, 413.88 feet; thence south 41 degrees 09 minutes 08 seconds west, 642.98 feet; thence south 38 degrees 38 minutes 14 seconds west, 1074.85 feet; thence south 71 degrees 31 minutes 19 seconds east, 505.12 feet; thence north 73 degrees 01 minutes 27 seconds east, 441.63 feet; thence north 84 degrees 57 minutes 53 seconds east, 250.20 feet; thence north 59 degrees 35 minutes 57 seconds east, 411.94 feet; thence north 24 degrees 24 minutes 17 seconds east, 373.48 feet; thence north 27 degrees 36 minutes 47 seconds west, 420.49 feet; thence north 22 degrees 50 minutes 30 seconds east, 571.63 feet; thence north 03 degrees 25 minutes 25 seconds west, 270.88 feet; thence north 43 degrees 11 minutes 33 seconds west, 304.91 feet to the point of beginning.

The above described parcel lying and being in Section 31, Township 16 North, Range 1 East, Humboldt Meridian.

Being the property described in the Deed to Miller Redwood Company recorded November 21, 1966 in Book 124 of Official Records, page 135.

APN: 124-040-12

PARCEL FIVE:

The point of beginning being on the section line 1,467 feet south of the quarter corner common to Sections 31 and 32, Township 16 North, Range 1 East, Humboldt Meridian; thence north 43 degrees 47 minutes 01 seconds east, 68.02 feet; thence north 82 degrees 04 minutes 29 seconds east, 237.20 feet; thence south 20 degrees 15 minutes 05 seconds east, 147.63 feet; thence north 80 degrees 06 minutes 23 seconds west, 168.14 feet; thence south 64 degrees 32 minutes 12 seconds west, 348.89 feet; thence south 39 degrees 34 minutes 04 seconds west, 246.47 feet; thence south 29 degrees 45 minutes 53 seconds west, 368.63 feet; thence north 24 degrees 24 minutes 17 seconds east, 373.48 feet; thence north 43 degrees 47 minutes 01 seconds east, 481.60 feet to the point of beginning.

The above parcel lying and being in Section 31 and Section 32, Township 16 North, Range 1 East, Humboldt Meridian.

Being the property described in the Deed to Miller Redwood Company recorded May 22, 1967 in Book 127 of Official Records, page 571.

APN: 124-040-13

ALL PARCELS LISTED ABOVE THAT DO NOT CONTAIN A DEED REFERENCE ARE PROPERTIES DESCRIBED IN THAT CERTAIN DEED RECORDED NOVEMBER 26, 1997 IN BOOK 481 OF OFFICIAL RECORDS, PAGE 408.
